amount to a waiver. *Ward* v. *Day*, 4 B. & S. 337; *Green's Case*, Cro. Eliz. 3; *Doe* v. *Miller*, 2 C. & P. 348. To predicate the same consequences, however, on the use of the word "lease" in an application by the landlord, which itself recognizes nothing more than the receiver's right to the term subject to existing conditions, seems to be a considerable extension of the doctrine of waiver.

LANDLORD AND TENANT — REPAIR AND USE OF PREMISES — EXTENT OF LANDLORD'S LIABILITY FOR DANGEROUS PREMISES REMAINING UNDER HIS CONTROL. — The plaintiff, the wife of a tenant, received personal injuries while using a common stairway in the tenement which remained in the control of the landlord, the defendant. The jury found that the landlord was negligent in failing to provide a sufficient railing, but that this condition was known to the plaintiff and defendant alike. *Held*, that the plaintiff cannot recover. *Lucy* v. *Bawden*, [1914] 2 K. B. 318.

The plaintiff, a child of tender years, whose father was a tenant, was injured by falling through a gap in the railings attached to the area steps of a tenement house. The steps were used by all the tenants in common, and remained in the possession of the landlord. The jury found that the railings were defective at the time of letting, and dangerous to children, but that the defect was not a trap. *Held*, that the plaintiff cannot recover. *Dobson* v. *Horsley*, 137 L. T. J. 563 (Ct. App.).

In each case the plaintiff was not a party to the lease, and therefore took no advantage from the English statute imposing on the owners of tenement houses a duty to keep the premises in a reasonably safe condition. 9 Edw. VII., c. 44, §§ 14, 15; *Middleton* v. *Hall*, 108 L. T. R. 804; *Ryall* v. *Kidwell*, [1914] 3 K. B. 135. Apart from statute, however, the landlord owes a duty to the tenant, his family and guests, to take care to maintain the premises remaining under his control in reasonably safe repair. *Miller* v. *Hancock*, [1893] 2 Q. B. 177; *Hargroves, Aronson & Co.* v. *Hartopp*, [1905] 1 K. B. 472; *cf. Ivay* v. *Hedges*, 9 Q. B. D. 80. This obligation is similar to that owed by an occupier to invited persons. *Indermaur* v. *Dames*, L. R. 1 C. P. 274, L. R. 2 C. P. 311. See SALMOND, TORTS, 3 ed., p. 373. Authorities differ as to whether this duty requires the landlord only to give notice, or to keep the premises reasonably safe. The weight of English opinion undoubtedly regards mere warning against unexpected dangers as sufficient. See *Cavalier* v. *Pope*, [1906] A. C. 428, 432; *Smith* v. *London & St. Katharine Docks*, L. R. 3 C. P. 326, 333. Upon this reasoning, the two principal cases are clearly justified. But in certain analogous cases, mere notice of the danger is no defense. *Smith* v. *Baker*, [1891] A. C. 325. The American authorities, on the other hand, tend to impose a greater duty on the landlord,—to keep the premises in a reasonably safe condition, even though the defect is known. *Lang* v. *Hill*, 157, Mo. App. 685, 138 S. W. 698; *Sawyer* v. *McGillicuddy*, 81 Me. 318, 17 Atl. 124; *Farley* v. *Byers*, 106 Minn. 260, 118 N. W. 1023. In view of the relation of landlord and tenant, this more liberal doctrine seems preferable. Even in this country, however, the defense of voluntary assumption of risk is open, and some states also deny recovery to the tenant if the defect was known when the tenancy began, and no substantial change has since occurred. *Quinn* v. *Perham*, 151 Mass. 162, 23 N. E. 735; see *Woods* v. *Naumkeag Steam Cotton Co.*, 134 Mass. 357.

LANDLORD AND TENANT — SURRENDER BY OPERATION OF LAW — RELETTING OF PREMISES BY LANDLORD. — A lease expressly authorized the lessor to reënter and terminate the lease for default in the payment of rent, but made no provision for reletting on account of the tenant. The lessees had sublet the premises at a loss, and allowed the rent to fall in arrear. The lessor then reëntered, relet to the subtenant at the rent reserved in the sublease, and